

To: **Honorable Robert D. Drain**
Docket Number 05-44481 (RDD)
United States Bankruptcy Judge -- Southern District of NY
One Bowling Green
New York, NY 10004-1408

Subject: Delphi Severance Termination, Docket #05-44481 (RDD)

Good afternoon Sir,

I am writing to ask you for help concerning the loss of the contractual severance that I have remaining.

I would like to object to the June 1, 2009 Master Disposition Agreement, Article 9.5.11. This document indicates the severance payments will be terminated upon the closing date, which will be over 3 months of pay.

When I was informed that my job of 25 years was to be severed on May 1, 2009, I was told that if I agreed to the terms of the contract that I would receive 6 months of severance (reduce by 50% just a few months to several hundred employees getting the bad news). Here are the main points of the objection:

- The severance payment entitlement is by contract.
- Employees waived certain rights to receive severance.
- The contract was entered into during bankruptcy.
- Severance payments are a contract liability.
- I have a valid / binding / legal contract which I expect to be honored.

I have been using the severance payments to cover insurance costs until I can find a new job. Jobs in Ohio are very tough to find. I also have the stress of the pending pension reduction (transfer of PBGC) to handle.

I would like to know that if the contract becomes broken and void, will I be eligible to be re-hired into Delphi.

Please consider this objection and rule to have Delphi honor the contract.

Thank you,
Bill Pacek

